

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JUAN LOPEZ,

Plaintiff,

-v-

No. 20-CV-9113-LTS-BCM

THERMO TECH MECHANICAL INC.,
GOWKARRAN BUDHU, and SHANTI
BUDHU,

Defendants.

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ORDER

The Court is in receipt of the parties' joint status letter dated May 23, 2025.

(Docket entry no. 156 (the "Joint Letter").)

In the Joint Letter, Defendants argue that their prior offer of judgment pursuant to Federal Rule of Civil Procedure 68 moots Plaintiff's remaining individual Fair Labor Standards Act claim, because Defendants have offered Plaintiff "the maximum recovery available." (Id. at 1-2 (quoting Ward v. Bank of N.Y., 455 F. Supp. 2d 262, 267 (S.D.N.Y. 2006) (citation omitted)); see also docket entry no. 133-1 ("Offer of Judgment").) The line of case law relied upon by Defendants is clear, however, that "[i]f the [Rule 68] offer does not cover all potential relief," including damages, costs, and attorneys' fees, "the case is not moot." Ward, 455 F. Supp. 2d at 267 (citations omitted). Defendants' prior Offer of Judgment, filed on July 12, 2024, does not make clear whether the \$40,000 figure offered is inclusive of all damages, attorneys' fees, and costs, and, if so, how such figures were calculated. (See Offer of Judgment); 29 U.S.C.

§ 216(b) (“The court . . . shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney’s fee to be paid by the defendant, and costs of the action.”).

In view of the foregoing deficiency, Defendants may file a renewed offer of judgment by **May 30, 2025**, clearly identifying all types of relief covered by the offer and the terms of the offer. See FED. R. CIV. P. 68(b) (providing that “[a]n unaccepted offer is considered withdrawn, but it does not preclude a later offer”). Should Defendants file a renewed offer of judgment, Plaintiff must make a filing indicating whether he has accepted or rejected the renewed offer within **14 days** of the offer being filed. If Plaintiff rejects the renewed offer, he must show cause as to why the offer is insufficient to cover all potential relief, such that this case should not be dismissed as moot. See Ward, 455 F. Supp. 2d at 267 (citing, inter alia, Abrams v. Interco Inc., 719 F.2d 23, 32 (2d Cir. 1983)).

SO ORDERED.

Dated: New York, New York
May 27, 2025

/s/ Laura Taylor Swain
LAURA TAYLOR SWAIN
Chief United States District Judge